

EXHIBIT E

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11 FORD MOTOR COMPANY

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8 **UNITED STATES DISTRICT COURT**
9 **CENTRAL DISTRICT OF CALIFORNIA**

11 FRANCISCA GARAY

12 Plaintiff,

13 vs.

14 FORD MOTOR COMPANY, a
15 Delaware Corporation; and DOES 1
through 10, inclusive,

16 Defendants.

17 Case No. 5:21-cv-01200-SB-SHK
18 Stanley Blumenfeld, Jr.

19 **DEFENDANT FORD MOTOR**
20 **COMPANY'S OFFER OF**
21 **JUDGMENT PURSUANT TO FED.**
22 **R. CIV. P. 68**

23 Complaint Filed: June 3, 2021

24 Trial Date: March 28, 2022

TO PLAINTIFF AND HIS COUNSEL OF RECORD:

Defendant Ford Motor Company (“Ford”) hereby offers to allow entry of judgment pursuant to Rule 68 of the Federal Rules of Civil Procedure as follows:

1. Ford will pay to Francisca Garay (“Plaintiff”) the sum of \$36,926.91 less any remaining loan balance on Plaintiff’s 2019 Ford Ranger, VIN 1FTER4EH6KLA56320. Ford will pay this amount, to Plaintiff and Plaintiff’s counsel of record, within three (3) days after the vehicle is surrendered, as described in paragraph 3. Ford will pay any loan balance on the vehicle directly to the lienholder within seven (7) days after Plaintiff’s surrender of the vehicle to Ford or its designee, as described in Paragraph 3.

2. As part of this Offer, Ford agrees that the judgment may include an award of attorney fees recoverable pursuant to California Code of Civil Procedure Section 1794(d) in the amount of \$2,500.00. Ford will pay this amount within 30 days of the vehicle's surrender.

3. Plaintiff will surrender the vehicle to Ford on a date, time and place mutually agreeable no later than 30 calendar days after the parties' counsel have accepted this Offer. Plaintiff will surrender the vehicle with clear title, free and clear of all liens and encumbrances, other than the lender of record, to Ford or its designee. Plaintiff will also execute whatever documents are necessary to effectuate the transfer of the vehicle to Ford.

4. Ford will waive all claims it may have for costs and fees in this action.

5. Plaintiff will file a Stipulation of Dismissal, with prejudice as to all claims and causes of action, when the Plaintiff's attorney fees discussed in paragraph 2 have been resolved and within 14 days after Ford tenders the final amounts due to Plaintiff and Plaintiff's counsel. Plaintiff is not required to execute any separate release of claims.

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6. This Offer is inclusive of all damages, restitution, costs, attorney fees, expenses, penalties, pre-judgment interest, post-judgment interest, and any other sums or amounts or claims that have been asserted by Plaintiff in this action. If this Offer is accepted, Plaintiff shall not be entitled, except as specified in paragraphs 1 and 2, to seek damages, costs, attorney fees, expenses, penalties, prejudgment interest, post-judgment interest, or any other sums or amounts or claims in this action.

7. Pursuant to Federal Rules of Civil Procedure Rule 68, this Offer can be accepted by signing a statement that the offer is accepted. Set forth below is a statement indicating acceptance of this Offer that may be signed by counsel for Plaintiff. If this offer is not accepted and notice given by Plaintiff within the 14-day time period provided by Rule 68 of the Federal Rules of Civil Procedure, then I shall be deemed withdrawn.

PLEASE TAKE NOTICE that, pursuant to Federal Rules of Civil Procedure Rule 68, if this Offer is not accepted and Plaintiff fails to obtain a more favorable judgment, Plaintiff shall not recover post-offer costs, including attorney fees from the date of this Offer, and shall be required to pay Ford's costs from the time of the offer. Further, the Court, in its discretion, may require Plaintiff to pay a reasonable sum to cover Ford's post-offer costs of the services of Ford's expert witnesses, who are not regular employees of any party, actually incurred and reasonably necessary in either, or both, the preparation or trial of this case by Ford.

DATED: November 15, 2021 MORTENSON TAGGART LLP

By:

Michael D. Mortenson
Craig A. Taggart
Attorneys for Defendant
FORD MOTOR COMPANY

1 We hereby accept the above offer on the terms stated on behalf of
2 Plaintiff.

3 DATED: November 15, 2021

KNIGHT LAW GROUP, LLP

4 By: 

5 Steve Mikhov
6 Amy Morse
7 Daniel Kalinowski
8 Attorneys for Plaintiff
9 FRANCISCA GARAY

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1 PROOF OF SERVICE
2 (Code of Civil Procedure §1013a)

3 I am employed in the County of Los Angeles, State of California. I am over the age of 18
4 years and not a party to the within action. My business address is 10250 Constellation Blvd, Suite
5 2500, Los Angeles, CA 90067.

6 I served the foregoing document described as:
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8 **NOTICE OF ACCEPTANCE TO DEFENDANT FORD MOTOR
9 COMPANY'S OFFER OF JUDGMENT PURSUANT TO FED.
10 R. CIV. P. 68**

11 Said document was served on the interested parties in this action, by placing true copies
12 thereof enclosed in sealed envelopes, with postage prepaid, addressed as follows:
13

14 Michael D. Mortenson, Esq.
15 Craig Taggart, Esq.
16 MORTENSON TAGGART LLP
17 300 Spectrum Center Drive,
18 Suite 1200
19 Irvine, California 92618
20 Email: service@mortensontaggart.com
21 **Counsel for Defendant,**
22 **FORD MOTOR COMPANY**

23 XX BY E-MAIL OR ELECTRONIC TRANSMISSION: Based on a court order or an
24 agreement of the parties to accept service by e-mail or electronic transmission, I caused
25 the documents to be sent to the persons at the e-mail addresses listed above. I did not
26 receive, within a reasonable time after the transmission, any electronic message or other
27 indication that the transmission was unsuccessful.

28 I declare under penalty of perjury under the laws of the State of California that the
foregoing is true and correct.

29 Executed on November 15, 2021 at Los Angeles, California.

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31 **VERA CORNEJO**